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APPLICATION NO.	FILING DATE	FIRST NAMED INVENTOR	ATTORNEY DOCKET NO.	CONFIRMATION NO.
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10/748,826

12/29/2003

Ming-Fang Tsai

7200

25859 7590 06/24/2009  
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EXAMINER

NELSON, FREDA ANN

ART UNIT

PAPER NUMBER

3628

MAIL DATE

DELIVERY MODE

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PAPER

**Please find below and/or attached an Office communication concerning this application or proceeding.**

The time period for reply, if any, is set in the attached communication.

**Advisory Action  
Before the Filing of an Appeal Brief**

<b>Application No.</b> 10/748,826	<b>Applicant(s)</b> TSAI, MING-FANG
<b>Examiner</b> FREDA A. NELSON	<b>Art Unit</b> 3628

**--The MAILING DATE of this communication appears on the cover sheet with the correspondence address --**

THE REPLY FILED 25 May 2009 FAILS TO PLACE THIS APPLICATION IN CONDITION FOR ALLOWANCE.

1. ☒ The reply was filed after a final rejection, but prior to or on the same day as filing a Notice of Appeal. To avoid abandonment of this application, applicant must timely file one of the following replies: (1) an amendment, affidavit, or other evidence, which places the application in condition for allowance; (2) a Notice of Appeal (with appeal fee) in compliance with 37 CFR 41.31; or (3) a Request for Continued Examination (RCE) in compliance with 37 CFR 1.114. The reply must be filed within one of the following time periods:

- a) ☐ The period for reply expires \_\_\_\_\_ months from the mailing date of the final rejection.  
b) ☒ The period for reply expires on: (1) the mailing date of this Advisory Action, or (2) the date set forth in the final rejection, whichever is later. In no event, however, will the statutory period for reply expire later than SIX MONTHS from the mailing date of the final rejection.  
Examiner Note: If box 1 is checked, check either box (a) or (b). ONLY CHECK BOX (b) WHEN THE FIRST REPLY WAS FILED WITHIN TWO MONTHS OF THE FINAL REJECTION. See MPEP 706.07(f).

Extensions of time may be obtained under 37 CFR 1.136(a). The date on which the petition under 37 CFR 1.136(a) and the appropriate extension fee have been filed is the date for purposes of determining the period of extension and the corresponding amount of the fee. The appropriate extension fee under 37 CFR 1.17(a) is calculated from: (1) the expiration date of the shortened statutory period for reply originally set in the final Office action; or (2) as set forth in (b) above, if checked. Any reply received by the Office later than three months after the mailing date of the final rejection, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

**NOTICE OF APPEAL**

2. ☐ The Notice of Appeal was filed on \_\_\_\_\_. A brief in compliance with 37 CFR 41.37 must be filed within two months of the date of filing the Notice of Appeal (37 CFR 41.37(a)), or any extension thereof (37 CFR 41.37(e)), to avoid dismissal of the appeal. Since a Notice of Appeal has been filed, any reply must be filed within the time period set forth in 37 CFR 41.37(a).

**AMENDMENTS**

3. ☐ The proposed amendment(s) filed after a final rejection, but prior to the date of filing a brief, will not be entered because  
(a) ☐ They raise new issues that would require further consideration and/or search (see NOTE below);  
(b) ☐ They raise the issue of new matter (see NOTE below);  
(c) ☐ They are not deemed to place the application in better form for appeal by materially reducing or simplifying the issues for appeal; and/or  
(d) ☐ They present additional claims without canceling a corresponding number of finally rejected claims.

NOTE: \_\_\_\_\_. (See 37 CFR 1.116 and 41.33(a)).

4. ☐ The amendments are not in compliance with 37 CFR 1.121. See attached Notice of Non-Compliant Amendment (PTOL-324).  
5. ☐ Applicant's reply has overcome the following rejection(s): \_\_\_\_\_.  
6. ☐ Newly proposed or amended claim(s) \_\_\_\_\_ would be allowable if submitted in a separate, timely filed amendment canceling the non-allowable claim(s).  
7. ☒ For purposes of appeal, the proposed amendment(s): a) ☐ will not be entered, or b) ☒ will be entered and an explanation of how the new or amended claims would be rejected is provided below or appended.  
The status of the claim(s) is (or will be) as follows:  
Claim(s) allowed: \_\_\_\_\_.  
Claim(s) objected to: \_\_\_\_\_.  
Claim(s) rejected: 1, 2 and 4-9.  
Claim(s) withdrawn from consideration: 10-12.

**AFFIDAVIT OR OTHER EVIDENCE**

8. ☐ The affidavit or other evidence filed after a final action, but before or on the date of filing a Notice of Appeal will not be entered because applicant failed to provide a showing of good and sufficient reasons why the affidavit or other evidence is necessary and was not earlier presented. See 37 CFR 1.116(e).  
9. ☐ The affidavit or other evidence filed after the date of filing a Notice of Appeal, but prior to the date of filing a brief, will not be entered because the affidavit or other evidence failed to overcome all rejections under appeal and/or appellant fails to provide a showing a good and sufficient reasons why it is necessary and was not earlier presented. See 37 CFR 41.33(d)(1).  
10. ☐ The affidavit or other evidence is entered. An explanation of the status of the claims after entry is below or attached.

**REQUEST FOR RECONSIDERATION/OTHER**

11. ☒ The request for reconsideration has been considered but does NOT place the application in condition for allowance because:  
See Continuation Sheet.  
12. ☐ Note the attached Information Disclosure Statement(s). (PTO/SB/08) Paper No(s). \_\_\_\_\_.  
13. ☐ Other: \_\_\_\_\_.

/JOHN W HAYES/  
Supervisory Patent Examiner, Art Unit 3628

Continuation of 11, does NOT place the application in condition for allowance because: 1. In response to Applicant's argument that none of Choe, Lettich and Lidow, taken alone or their combination, teaches or otherwise suggests the invention having "a product price information module for determining a price for each customer" as set forth in claim 1, the Examiner respectfully disagrees. Choe et al. discloses if the same products are sold at the same price to a first dealing company (such as a discount house, etc.) operating a wholesale business, and also to a second dealing company (such as an agency, etc.) operating a retail shop, the entire market order may collapse. Thus, the products sold to the wholesaler and the retailer are always discriminated so as to prevent the above-mentioned problems from occurring ([0067]).

In response to Applicant's argument that none of Choe, Lettich and Lidow, taken alone or their combination, teaches or otherwise suggests the invention "a customer complaints managing module for managing customer complaints, deferring shipments, enquiring whether the customer agrees to reproduction of the products, and informing a relevant workshop to produce the products" as set forth in claim 1, the examiner asserts that while Choe et al. does not explicitly disclose a customer complaints managing module for managing customer complaints, and deferring shipments, Lettich et al. disclose that in regards to the processing of carrier claims, ShipChem.com files supplier claims on behalf of its customers wherein claims include those due to carrier contamination, customer downtime due to late shipments, delivering damaged material, and delivering the wrong amount of products ([0137]); and in regards to answering customer complaints, ShipChem.com investigates customer complaints and works closely with the various service providers to ensure that root cause failure analyses are properly done in order to minimize repeat complaints ([0138]); and in regards to order integration, ShipChem.com provides order integration functions, such as order entry screens, electronic interfaces, and ERP integration capabilities (ERP, enterprise resource planning, is an industry term for the broad set of activities supported by multi-module application software that help a manufacturer or other business manage the important parts of its business, including product planning, parts purchasing, maintaining inventories, interacting with suppliers, providing customer service, and tracking orders) ([0194]). Therefore, it would have been obvious to one of ordinary skill in the art at the time the invention was made to modify the invention of Choe et al. to include the features of Lettich et al. in order to provide better customer service by resolving shipping conflicts.

Choe et al. in view of Lettich et al. does not expressly disclose enquiring whether the customer agrees to production of the products, and informing a relevant workshop to produce the products. However, Lidow discloses the supply chain server checks with the suppliers to determine whether the forecasts can be fulfilled by the suppliers. If the forecasts cannot be fulfilled by the suppliers, the supply chain server contacts customers and suppliers and attempts to either redistribute the customers' demands to different suppliers or request that customers alter their demands (col. 3, lines 31-39). Lidow further discloses a determination must be made (1) whether the supplier has replacement parts in inventory and (2) whether the customer needs the replacement immediately or if the replacement parts demand can be added to the existing forecast. If the customer needs replacement parts immediately, the supplier's available inventory is the preferred source. If no inventory is available, the replacement parts should be built and delivered to the customer on an expedited basis (col. 18, lines 32-49). The Examiner interprets this to mean that the customer agrees to the reproduction of items not available of sufficiently supplied when initially ordered.

Therefore, it would have been obvious to one of ordinary skill in the art at the time the invention was made to modify the invention of Choe et al. to include the feature of Lidow in order to provide customers with customer service capable of replacing orders when errors occur in order to keep customer loyalty since the claimed invention is merely a combination of old elements, and in the combination each element merely would have performed the same function as it did separately, and one of ordinary skill in the art would have recognized that the results of the combination were predictable.

2. Applicant argues that in regards to claim 5, neither Choe, Lettich and Lidow, taken alone or their combination, teaches or otherwise suggests the invention for the same reasons applied to claim 1 above. The Examiner respectfully disagrees for the reasons stated above in regards to claim 1.

The Applicant further argues that Lidow fails to teach or suggest the features of "enquiring whether the customer agrees to reproduction of the products, and informing a relevant workshop to produce the products," as recited in claim 1. The examiner respectfully disagrees. Lidow discloses the supply chain server checks with the suppliers to determine whether the forecasts can be fulfilled by the suppliers. If the forecasts cannot be fulfilled by the suppliers, the supply chain server contacts customers and suppliers and attempts to either redistribute the customers' demands to different suppliers or request that customers alter their demands (col. 3, lines 31-39). Lidow further discloses a determination must be made (1) whether the supplier has replacement parts in inventory and (2) whether the customer needs the replacement immediately or if the replacement parts demand can be added to the existing forecast. If the customer needs replacement parts immediately, the supplier's available inventory is the preferred source. If no inventory is available, the replacement parts should be built and delivered to the customer on an expedited basis (col. 18, lines 32-49). The Examiner interprets this to mean that the customer agrees to the reproduction of items not available of sufficiently supplied when initially ordered.

Therefore, it would have been obvious to one of ordinary skill in the art at the time the invention was made to modify the invention of Choe et al. to include the feature of Lidow in order to provide customers with customer service capable of replacing orders when errors occur in order to keep customer loyalty since the claimed invention is merely a combination of old elements, and in the combination each element merely would have performed the same function as it did separately, and one of ordinary skill in the art would have recognized that the results of the combination were predictable.